



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**A. Job Offer Information**

1. Job Title * Field Workers							
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment	
		42		40			
3. Begin Date * 6/17/2022						4. End Date * 12/31/2022	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
40		a. Total Hours		7		c. Monday 7	
0		b. Sunday		7		d. Tuesday 7	
						e. Wednesday 7	
						f. Thursday 5	
						g. Friday	
						h. Saturday	
a. <u>6</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM b. <u>1</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM							
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>17</u> . <u>51</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>01</u> . <u>20</u>		Artichokes 12's thru 24's \$1.20/ctn. 19.94" x 11.69" x 7.31",	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>90</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
Mulligan Hill Molera Road			
2. City *	3. State *	4. Postal Code *	5. County *
Castroville	California	95012	Monterey
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
Harvesting will take place in various fields in and around Monterey County, California and consist of one area of intended employment as defined in 20 CFR §655.103(b). Specifically, the harvesting will be completed at the following locations which are owned or operated by Ocean Mist Harvesting (Grower):			
Ocean Mist Harvesting (Grower) contact information Serafin Ruiz, phone number: 831-970-5305.			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
Country Inn 126 John Street			
2. City *	3. State *	4. Postal Code *	5. County *
Salinas	California	93901	Monterey
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Hotel		5	17
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)  
Employer will furnish free and convenient cooking and kitchen facilities, so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the Employer-provided housing facilities. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing. Employer to provide access to purchase groceries.

See Addendum C.

2. If meals are provided, the employer: *	<input type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.
	<input checked="" type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>14</u> . <u>00</u> per day per worker.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. \*  
(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*

(Please begin response on this form and use Addendum C if additional space is needed.)

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.

See Addendum C.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>14</u> . <u>00</u>	per day *
	b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts

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**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply \*

+1 (831) 443-6855

3. Email Address to Apply \*

ronnie@premiumpacking.com

4. Website address (URL) to Apply \*

N/A

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



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**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Alderete	Ronnie	
4. Title *		
General Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		5/3/2022

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.





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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Bus Driving	\$ 17 . 51	Hour	Bus Drivers, when performing bus driving job duties, are paid \$\$17.51 per hour, and pay may be higher based on years of service and experience.
	Artichoke: Seeded	\$ 17 . 51	Piece Rate	Green Globe \$17.51/hour, unless the wage methodology changes by government or legal action
	Artichoke: Green Globe Seeded	\$ 17 . 51	Hour	\$17.51/hour, unless the wage methodology changes by government or legal action
	Brussel Sprouts: Topping (Phase 1661)	\$ 17 . 51	Hour	\$17.51/hour, unless the wage methodology changes by government or legal action
	Brussel Sprouts: Chaponiar (Phase 170C)	\$ 17 . 51	Hour	\$17.51/hour, unless the wage methodology changes by government or legal action
	Conventional Artichokes 30s thru Small Babies	\$ 01 . 90	Piece Rate	group incentive rates per carton 19.94 x 11.69 x 7.31,
	Conventional Artichokes 12s thru 24s Frost/PLUs	\$ 01 . 30	Piece Rate	group incentive rates per carton 19.94 x 11.69 x 7.31,
	Conventional Artichokes 30?s thru 36?s Frost	\$ 01 . 90	Piece Rate	group incentive rates per carton 19.94 x 11.69 x 7.31,
	Artichoke: 30's thru Small Babies	\$ 01 . 95	Piece Rate	Green Globe Group Incentive Rate, per carton 19.94 x 11.69 x 7.31,
	Artichoke: 12's thru 24's Frost/PLU's	\$ 01 . 30	Piece Rate	Green Globe Group Incentive Rate, per carton 19.94 x 11.69 x 7.31

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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Artichoke: Hang Tags/Lone Stem	\$ 01 . 70	Piece Rate	Green Globe Group Incentive Rate, per carton 19.94 x 11.69 x 7.31
	Artichoke: Clamshells	\$ 02 . 05	Piece Rate	Green Globe Group Incentive Rate, per carton 19.94 x 11.69 x 7.31
	Artichoke: 30's thru 36's Frost	\$ 02 . 05	Piece Rate	Green Globe Group Incentive Rate, per carton 19.94 x 11.69 x 7.31
	Artichoke: 40# Displays	\$ 02 . 30	Piece Rate	Green Globe Group Incentive Rate, per carton 19.94 x 11.69 x 7.31
	Artichoke: Bagged	\$ 03 . 20	Piece Rate	Green Globe Group Incentive Rate, per carton 19.94 x 11.69 x 7.31
	Brussel Sprouts: 10# CTN (Phase 61)	\$ 02 . 00	Piece Rate	Group Incentive Rate 19.81 x 11.69 x 10.50
	Conventional Artichokes Hang Tags / Lone Stem	\$ 01 . 70	Piece Rate	group incentive rates per carton 19.94 x 11.69 x 7.31
	Conventional Artichokes Clamshells	\$ 02 . 05	Piece Rate	group incentive rates per carton 19.94 x 11.69 x 7.31
	Conventional Artichokes 40# Displays	\$ 02 . 27	Piece Rate	group incentive rates per carton 19.94 x 11.69 x 7.31
	Conventional Artichokes Bagged	\$ 03 . 20	Piece Rate	group incentive rates per carton 19.94 x 11.69 x 7.31

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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Conventional Artichokes PLU/UPC	\$ 01 . 30	Piece Rate	group incentive rates per carton 19.94 x 11.69x 7.31
	Brussel Sprouts: V/A Totes (Reg-Fancy-Jumbo) (Phase 64)	\$ 05 . 25	Piece Rate	\$5.25 piece rate per carton 19.81 x 11.69 x 10.50
	Brussel Sprouts: 18#IFCO (Phase 62)	\$ 03 . 40	Piece Rate	Group Incentive Rate \$ 3.40 piece rate per carton 19.81 x 11.69 x 10.50
	Brussel Sprouts: 25# CTN (Phase 63)	\$ 04 . 50	Piece Rate	\$4.50 piece rate per carton 19.81 x 11.69 x 10.50
	Brussel Sprouts: Stalks (Phase 65)	\$ 17 . 51	Hour	\$17.51/hour, unless the wage methodology changes by government or legal action
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Gularte- Espinosa Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	San Jon- San Jon Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Haymore- Espinosa Road & Rodgers Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Hunter Lane- Hunter Lane Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Antique- Hwy 183 Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Donan/Blanco - Blanco & Davis Road Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Boronda- Boronda Road Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Martin- River Road Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Perterson- Hartnell Road & Hwy 101 Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	North Martin- Somovia Road Chualar, California 93925 MONTEREY		6/17/2022	12/31/2022	40

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Scat Sin Ranch- Hwy 68 & Hunter Lane Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	BF Twin Bridges- Monte Road & Nashua Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	GH Bardin- Barding south 101 hwy Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Shrine- Hwy 101 Southbound and Alta Rd. California MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Martignoni- Old Stage Road and Chualar Canyon Road California MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Laninni- Gonzales Gloria rd. California MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Turri- Old stage Rd and Chualar Canyon Rd California MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Jacob- Davis rd. and Hitchcock Rd. California MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Pieri- Hwy 183 Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Capurro - Hwy 1 Northbound passing Electric Plant California MONTEREY		6/17/2022	12/31/2022	40



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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Molera - Hwy 1 towards Monterey CA & Molera Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Hurley - Hwy 183 Salinas/Castroville, California MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Midway - Nashua Road Castroville/Salinas, California MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Boggiato - Hwy 183 Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Alisal Ranch - 96 Hartnell Rd Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Spreckles - 1 Harris Rd Salinas, California 93901 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Somovia- Somovia Rd Salinas, California 93901 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	D?Santi- 2004 Watsonville Rd Moss Landing, California 95039 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Giannini- 161 Espinoza Road Salinas, California 93908 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Bertelli- Hwy 1 & Molera Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40





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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Ocean Mist Harvesting	Sella- Hwy 183 Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Nielsen- Hwy 183 & Espinosa Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Mulligan Hill- Molera Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40
Ocean Mist Harvesting	Blackie- Blackie Road Castroville, California 95012 MONTEREY		6/17/2022	12/31/2022	40



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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Apartments	Thistle Manor Apartments 11239 Haight Street Castroville, California 95012 MONTEREY	Thistle Manor will provide Premium Packing with accommodations for 23 workers during the contract period. Thistle Manor has reserved 3 units for Premium Packing. All units will accommodate 9 workers per apartment. Total capacity: 27 workers. Each worker will be provided with their own bed. Major grocery stores, restaurants, coin operated laundry facilities at no cost to workers and a mall are within 2-3 blocks from the housing facilities. Full Kitchens are available on site.	3	23	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Field Workers (Artichoke and Brussels Sprouts Harvest) to perform the following duties:</p> <p>All work is performed in the field and on a farm:</p> <p>Artichoke Harvester will walk, select artichokes for picking according to size, ripeness, quality standards and discard rotting and over-ripened artichokes, cut artichoke stem with a small knife, place artichoke in a bag that the worker carries on their back, carry the bag to the end of the row to be placed on a trailer or harvest machine. The Artichoke Harvester is responsible for cutting the stem according to company standards; responsible for meeting all quality, sanitation, and Food Safety standards for the company; will perform other duties related to field harvesting as required.</p> <p>Artichoke Dumper will help harvest artichokes until packing begins in the field on the farm. Once packing begins, the Bag Dumper will take baskets from a trailer or the picker's back and transfers them to the harvest machine in the field on the farm. The worker will stack the baskets on top of each other until the trailer is empty or all pickers have returned to picking. The worker then begins to dump the full baskets of artichokes onto the conveyor belt of the harvest machine. After basket is empty the worker places basket on machine floor and stacks them so pickers can grab an empty basket. The worker will continue to dump until all baskets are empty. From time to time the worker will also keep machine tidy and pick up trash.</p> <p>Artichoke Field Packer (field only) will walk, select artichokes for picking according to size and ripeness, and discard rotting and over-ripened artichokes, cut artichoke stem with a small knife, place artichoke in a bag that the worker carries on his back, carry the bag to the end of the row to be placed on a trailer or harvest machine, or, if there are enough pickers, packer will accommodate harvest machine and/or packaging materials in the field on the farm. When enough artichokes have been picked, packers will get on harvest machine, grab a box overhead, and select artichokes from conveyor belt; the specific size of artichoke determines the amount of artichokes to be placed in a box in the field on the farm. The packer will mark his/her number that identifies that he or she packed that box and the size of artichokes that are in the box with a crayon marker in the field on the farm. Packer will pack artichokes in carton boxes, plastic totes, plastic bags, add rubber band tags, place stickers on product, and any other packs that the sales department requires in the field on the farm.</p> <p>Artichoke Box Maker will accommodate boxing materials from a trailer to box making area of the harvest machine. Boxing materials include various sized carton boxes, plastic totes, plastic bags, rubber bands, stickers, tags, and other materials dictated by sales department. Box maker will take the carton from its flat form and fold it so that artichokes can be packed in the box in the field on the farm. The boxes are then stickered with proper tracing information for food safety protocol. The boxes are then placed onto an overhead track and pushed down the track as worker continues making boxes and placing them on track. Boxes need to be made in a timely fashion so that packers on machine do not run out of boxes in the field on the farm. Box maker may pick up trash created by packing materials on and around the machine in the field on the farm. When time permits the Box maker will also help keep harvest machine clean of debris, bad artichokes, and trash.</p> <p>See Addendum C.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Company due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the worker (if any)- The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any). No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>3 months of agricultural experience in any of the commodities harvested in this job order. Written verification of experience is required. Specific requirements include lifting up to 80-90 pounds frequently. Must be able to carry an artichoke bag that weighs 80 90 pounds for up to 80% of the time; must be able to use hand tools, including cutting knives. Must be able to work under conditions where skin and clothing become heavily soiled with mud, water, grease, etc. Must be able to work outdoors in inclement weather conditions, including sun, rain, cold, high winds, etc. Work involves frequent kneeling, turning, reaching, squatting, bending and working in bent or stooped positions. Must be able to walk and stand up extensively. Must be able to operate handheld devices. No smoking, illegal drugs, alcohol, firearms in the field or residential housing.</p> <p>See Addendum C.</p>			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Country Inn will provide Premium Packing with accommodations for 17 workers during the contract period. Country Inn has reserved 5 rooms for Premium Packing. All rooms will accommodate 4 workers per room. Total capacity: 20 workers. Each worker will be provided with their own bed. Coin operated laundry facilities are within 2-3 blocks from the housing facilities. Catering will be provided by El Sandillon to workers living at this location.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Applicants should thoroughly familiarize themselves with the job specifications and the terms and conditions of employment in this Clearance Order before contacting the employer or seeking a referral. Only workers meeting all the qualifications for Employment, who are able, willing and qualified to perform the work, with or without reasonable accommodations, who are eligible for employment in the United States, and who will be available at the time and place needed, should contact or be referred to the employer. All referrals from State Workforce Agencies must be sent to the employer by telephone or email and must include referral contact name, phone number, and email address if an email address is available.</p> <p>Applicants will be interviewed by telephone or in person. Telephone or in-person interviews will be at no cost to workers. The employer will explain the job description and if the applicant is interested in the job, an application will be provided. There is an orientation on the first day of the job which workers are required to attend.</p> <p>Walk-in applicants should bring with them documentation of identity and employment eligibility, so that if an offer of employment is made the required pre-employment paperwork can be completed.</p> <p>Walk-in applications will be accepted at:</p> <p>Address: 449 Harrison Rd Salinas, CA 93907</p> <p>Phone: 831-443-6855</p> <p>Premium Packing Referral Contact is Ronnie Alderete, phone number 831-443-6855; fax number 831-443-6945; email ronnie@premiumpacking.com. Contact hours are Monday through Friday, 8:00 a.m. to 1:00 p.m.; faxes are accepted after 1:00 p.m. up until end of business hours; emails are accepted at any time. If in person contact is not made, please fax or email contact referral information to the number herein. Telephone or in-person interviews will be at no cost to workers. Collect telephone calls will not be accepted directly from job applicants and persons inquiring about employment.</p> <p>Applicants and referrals, not applying in person, will be sent an employment application and the employment disclosures required by law. Applicants and referrals will not be considered to have applied until a properly completed and signed application is provided to the Company indicating that the worker has received a copy in writing of the Migrant and Seasonal Agricultural Worker employment disclosures (or Contract containing disclosures) as required by law. The Company will interview non-local applicants by telephone and make hiring commitments to qualified, eligible applicants.</p> <p>Walk-in applicants whose pre-employment paperwork was completed at the time of hire must have a valid identity document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Company-provided housing, without completing an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Company will offer transportation at no cost to workers occupying Company-provided housing to the work site and return on a daily basis. The Company will also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy the Company-provided housing from one or more pre-designated pick up points to and from the daily work site. The use of this transportation is voluntary.</p> <p>See Addendum C.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Additional Inbound/ Outbound Transport
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>For workers who complete 50 percent of the work period, the Employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the Company which is the place of recruitment which for the H-2A workers is Guadalajara, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Premium Packing's Inbound/Outbound Transportation Procedures:</p> <p>The Employer will purchase airplane tickets for the worker to travel from the area of recruitment to the border (Consulate), at no cost to the worker. Once the process is completed at the border, the Employer will transport the workers on Company Buses to the area of employment/housing. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite</p> <p>For Outbound, there are instances where the Employer will either buy the airplane tickets from local airports near the area of employment to the area of recruitment or the Employer will transport the workers to the nearest port of entry (Border) in company buses and from there the Employer will buy the workers airplane tickets (Ex: Tijuana Airport) towards the area of recruitment. All at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p> <p>The use of Employer-provided transportation is voluntary, and workers may choose to use their own transportation for inbound and outbound travel and may be reimbursed at the most economical rate unless the employer previously paid the bus company for an employee's travel expense.</p> <p>The subsistence rate during inbound and outbound transportation is \$14 per day without receipts and \$59.00 with receipts.</p> <p>Arrival/Departure Records Employees permit the employer and/or employer's agents to access electronically issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Daily Transportation
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Company. Such transportation will be in accordance with applicable laws and regulations. All transportation to and from the daily work site is offered solely for the convenience of the workers and is strictly voluntary. No worker is required to use such transportation. Workers are free to provide their own transportation to and from the daily work site.</p>			





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**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. The Employer assures that all rental and/or public accommodations will meet local, State or Federal Standards.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy, and will be maintained in compliance with applicable standards during the period of occupancy. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor).</p>			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family Housing
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>As provided by regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Monterey County to provide family housing.</p> <p>Workers may be reached at the following address and phone number</p> <p>ADDRESS: 449 Harrison Road, Salinas, CA 93907 PHONE: 1-800-581-5540</p> <p>Mail intended for workers should be addressed to the worker at the housing address above. In case of emergency only, workers occupying employer-provided housing may be contacted at the above number.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The Company assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to pre-designated pick-up points (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up points in order to ride free bus transportation to and from the pre-designated pick-up points to the fields where they will be working.</p> <p>Housing is offered to workers only. No housing will be provided to non-workers. Female workers will be offered housing with bedroom and bathroom facilities shared only with other female workers. Common areas of the housing may be shared with male workers.</p> <p>No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all time. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment.</p> <p>Reasonable repair costs of damage other than that cause by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Catering Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers living in employer provided housing without kitchen facilities will receive three meals per day, seven days a week, by El Sandillon catering. A deduction of \$14 per day (or higher when the Department of Labor publishes the new maximum meal deduction rate, or the Department of Labor approves a higher meal charge) for employer-prepared or provided meals will be made from the paychecks of all workers occupying employer-provided housing. The employer will provide 3 meals per day, seven days a week. Mealtimes may vary by the needs of the employee's work schedules. This deduction applies to employees who are offered meals beginning on the first day the worker occupies the employer-provided housing. This deduction will be made for each day the worker is assigned to such housing. No rebate will be made if a worker fails to take advantage of an employer-prepared meal. The employer will deduct for 3 meals a day, seven days a week because it assures that such meals will be provided. Deductions will be made only for meals provided by the employer. The Employer will pay the caterer directly.</p>			

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements - 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Work is performed in open fields and may involve exposure to sun, mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described.</p> <p>The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and/or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the Company as the needs of the harvesting operation dictate. Workers must perform the assigned work, and work at the assigned crew/field site, and may not switch assignments or crew/field site without the specific authorization of a company supervisor.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Premium Packing endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday. All Premium Packing rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with the Company policies and/or meet expectations will result in the applications of disciplinary procedures, up to and including termination.</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the worksite, or left in vehicles at or adjacent to the work site, or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.</p> <p>Employees must not report for work, enter the worksite, or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform services, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a post-hire drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion.</p>			



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m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Job Requirements - 2
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Drug screening is post offer, post offer, can be random, and is at no cost to the employees.  Tools and equipment: The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, hair nets, and gloves, raingear (rain jackets, pants, boots) if needed to perform the job. The reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.			

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - COVID-19 PRECAUTIONS
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * : All federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.  Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.  There will be no charge for any alternative COVID 19 housing and meals will be brought to the self-quarantined employee three times per day, seven days per week.  COVID-19 Testing and Vaccinations: The employer is mandating testing and vaccinations prior to crossing the U.S. border at the company's expense. In the United States, employees will be given an opportunity thru the company's approved providers for vaccinations free of charge. Please note: Time spent on vaccination appointments will be on employee's personal time and is not counted as compensable time or time worked when vaccines are not required by the Employer or government agency.  COVID-19 Testing: Employer abides by California ETS effective January 14, 2022, including the following testing protocols:  (b) COVID-19 testing. (1) The employer shall make COVID-19 testing available at no cost to its employees within the exposed group, during employees' paid time, except: (A) Employees who were not present at the workplace during the relevant 14-day period(s) under subsection (a). (B) For COVID-19 cases who did not develop COVID-19 symptoms after returning to work pursuant to subsections 3205(c)(10)(A) or (B), no testing is required for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test. (2) COVID-19 testing shall consist of the following: (A) Immediately upon being covered by this section, testing shall be made available to all employees in the exposed group and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure shall not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department. (B) After the first two COVID-19 tests required by subsection (b)(2)(A), employers shall make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until this section no longer applies pursuant to subsection (a)(2).			



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**H. Additional Material Terms and Conditions of the Job Offer**

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Employer Info and California Tax ID
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Premium Packing, Inc.'s (also referred to herein as "Premium Packing" "Employer" or "Company") corporate headquarters is located in Salinas, California at 449 Harrison Road, Salinas, CA 93907, phone (831) 443-6855; P.O. Box 4500, Salinas, CA 93907. The Employer has designated this office as the Application Site. CA Tax ID: 513-1426-8.</p> <p>Premium Packing is a registered Farm Labor Contractor.</p>			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties - 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Artichoke Box Closer will harvest artichokes until packing activities begin in the field on the farm. Once packing begins, the Box Closer will stand at the rear of the harvest machine and as packed boxes come down a conveyor belt, the worker will add a protective paper on top of open box, then close box with tabs that keep the box closed in the field on the farm. The Box Closer will add stickers to the box when necessary and then push the box down the conveyor belt. From time to time the worker will also keep machine tidy and pick up trash.</p> <p>Artichoke Box Stacker will accommodate pallets on trailer. If there are no artichokes being packed, the worker will help harvest artichokes until packing begins in the field on the farm. Once packing begins, the Box stacker will stack boxes on pallets according to size, worker is responsible for keeping different box sizes on separate pallets in the field on the farm. Once a pallet is completed the Box Stacker will use ties, corner boards and loading boards to secure the boxes. When the trailer is full of completed pallets, the Stacker will then use V-Boards and straps to secure the pallets to the trailer for transport to the cooler.</p> <p>Row Boss/Foreman will supervise, direct, and coordinate all labor activities of their assigned crew to ensure the successful management of their assigned operation. Responsible for maintaining excellent production, quality, safety, and employee relations. Expected to fully support company policies, practices, and decisions at all times. Ability to carry out defined procedures and duties with specific instructions; maintain effective working relationships with employees, supervisors, and peers; ability to achieve daily production and quality standards; treat all employees equally, not portraying signs of favoritism. Must be able to lift PTI machine that can weigh up to 80 lbs into and out of vehicles at the beginning and end of each workday.</p> <p>The Row Boss/Foreman:</p> <p>Ensures that the required daily production and quality requirements are met by the crew; On a daily basis, tracks, implements and reports daily time, breaks and lunch periods for each crew member; Reports daily number of workers and if anyone will be working 7 consecutive days in the workweek; Ensures the safety of each crew member and that all safety policies and procedure are observed; Attends mandatory monthly foreman meetings and other supervisory/leadership training Communicates timely with Premium Supervisor any changes to schedules, fields, employee problems, Responsible for all crew activities including equipment operators, bus drivers and crew members; Coordinates new hires/rehires with Supervisor and/or office personnel; Conducts weekly safety tailgate meetings with crew and submits documentation promptly; Must be able to develop and maintain good discipline and teamwork in each crew and if necessary recommend disciplinary action in accordance with company policies and procedures; Effectively use the company's time and attendance/payroll programs; Ensures necessary equipment that will be required to perform the job prior to starting work (field supplies, food safety gear, toilets, sanitation supplies, drinking water, cups, etc.); Carry at all times a first aid kit, safety binder and government information book;</p>			



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**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties - 2
3.	<p><b>Details of Material Term or Condition (up to 3,500 characters) *</b> Verifies with supervisor field conditions, whether pesticides have been applied recently and know when it is safe to enter and never enter a field unless or until it is legally safe to do so.; Be able to recognize dangerous situations such as high heat and report to supervisors in a timely manner; Ensure that Good Agricultural/Food Safety Practices are understood and followed by the crew at all times; Keep track of employee absenteeism, changes in employee status and problems with work performance; Ensures timely and thorough completion of worker related accident reports; Completion of Food Safety required forms;Walk furrows to ensure pickers are cutting all artichokes that are ready in accordance to orders for the day.</p> <p>Agricultural Equipment Operator: will safely drive a tractor around field to collect baskets containing artichokes/brussel sprouts from pickers, load them to trailer, and transport to harvesting machine. Transfer trailers loaded with orders for the pickup from truck drivers, and delivery to cooling facility. The agricultural equipment operator will conduct Pre-Inspection of Tractor at the start of shift; report any observed mechanical problems on tractor to Row Boss/Supervisor, and document on inspection form; Prepare necessary amount of baskets needed for the day; Make rounds to gather baskets containing artichokes that have been filled by pickers; Transfer loaded trailers to a safe location for truck drivers to pick up and deliver to cooling facility. Able to safely drive a tractor and over time develop defensive driving skills. Abides by operating rules for tractor drivers.</p> <p>Machine Operator: On the farm, will safely drive the harvesting machine around field during the course of the day as pickers move through the furrows. Provides the necessary material to personnel in the harvesting machine and trailer preparing loads. Conducts Pre-Inspection of machine at the start of shift; reports any observed mechanical problems on machine to Row Boss/Supervisor, and documents on inspection form; machine will be transferred to assigned location for the start of the shift; prepare necessary amount of material needed for the day (i.e. carton, clamshells, etc.); prepare trailer to replace upon completion of pallets/load; move machine accordingly with the movement of the pickers through the furrows/field; when moving machine always be observant of safety hazards, obstacles and surroundings. Able to safely drive a tractor/machine and over time develop defensive driving skills. Abides by operating rules for tractor drivers/machine operators. Must be able to lift pallets that can weigh up to 40 lbs.</p> <p>Brussels Sprouts Field Dumper is in charge walking among the furrows with a bag in its back. The dumper carries a bag that weight between 10lb to 110lb depending on the size of product and type. The dumper walks from furrow to furrow allowing the pickers to unload their buckets inside the bag, when the bag is full the dumper will walk to a point of meet (usually at the trailer, machine or a set container) then will proceed to unload the bag. The dumper will grab an empty bag and will repeat the same process again. The dumper might have to lift the bags by hand and carry certain product above shoulders and meet all safety precautions associated with the job specifications. The dumper also will be required to alternate with pickers to perform other job duties as requested by management.</p>		

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties - 3
3.	<p><b>Details of Material Term or Condition (up to 3,500 characters) *</b> Brussels Sprouts Field Loader will walk, bend, load, carry and dump Brussels. The loader is in charge sorting Brussels Sprouts boxes in the trailer. The loader will select the boxes according to size selection, box number, product description and type (size, quality, and market name) the boxes will be sorted in top of pallets and then secure in the trailer to transport to designated areas. The loader will lift boxes weighing from 10lb to 50lb. there will be cardboard boxes and plastic containers with product and the loader is in charge of moving all boxes by hand and sort. The loader also would be responsible to perform the other job titles associated with Brussels Sprouts.</p> <p>Machine Packer will be in a machine processing the Brussels Sprouts and packing it in cartons, bags, plastic boxes and any other containers requested by the company in the field on the farm. When it is required the machine packer will also must be able to harvest Brussels Sprouts as the field pickers will do in the field on the farm. The machine packer will ensure to separate the Brussel by size and quality or as it's required by the company in the field on the farm. Machine packer will also be moving boxes, cartons and bags empty or full around therefore it will be standing, walking, bending, reaching and moving for long hours in the field on the farm. The machine packer will be standing in a machine waiting for the product to arrive then it will sort it out according to desire qualifications which may include quality, ripeness, quantity and size this operation takes place in the field on the farm. Once the cartons or boxes are filled or packed, they will move the boxes at the end of the machine where an employee will sort them out, the machine packer will then repeat the same process for the duration of the day in the field on the farm. Also, the packer might be requested to do other job duties in the field on the farm.</p> <p>Machine Operator (Brussels Sprouts): On the farm, will safely drive the harvesting machine around fields and adjacent roads. Driving will include meeting all safety standards appointed by the company, operator will drive machine during the course of the day as pickers are harvesting, also as will have to be able to move machine through the furrows. Conduct pre inspection of the machine at the start of the shift; report any mechanical problems on machine to row boss and /or supervisors. Must document all observations and/or problems associated with the harvest machine. Prepare any material for the harvest for the day examples are cartons, clamshells, bags, etc. also operator must be able to lift up to 40lb or more upon request. Operator is also required to be able to conduct any Brussels Sprouts Harvest responsibilities.</p> <p>Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties. Such work will be temporary and unsubstantial agricultural labor</p>		



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**H. Additional Material Terms and Conditions of the Job Offer**

s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Artichoke and Brussel Sprouts harvest is simultaneously conducted based on planting and weather pattern scheduling at all field sites (Monterey County) by all crews throughout the harvest season contract period: June 17, 2022, through December 31, 2022			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Offered Wage
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Workers will be guaranteed not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will guarantee the required wage for work performed in California (\$17.15 per hour). Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than the required wage rate. Employer assures that the required wage rate will be paid during the entire period of the work contract and at the time that work is performed. Employer guarantees that if the piece rate results in an average hourly wage rate below the required wage, the employer will pay workers no less than the required hourly wage. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing hourly wage, or piece rate, or collective bargaining wage.  If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, or if a prevailing wage/piece rate is removed/No Finding, the Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.  If the worker is paid on a piece rate and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, (i) The worker's pay must be supplemented at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked.  Overtime: Workers will be paid overtime after 8 hours per day and or 40 hours per week for work performed in California. The employer will abide by the seventh (7) day of rest rules.  Overtime wage rate: One and one-half times the required wage for work performed in California (\$17.51 per hour, unless rescinded by court order or other action) is \$26.26 per hour and \$35.02 for double time: i.e. double the employee's regular rate of pay for all hours worked over eight (8) on the seventh (7th) consecutive day of work in the workweek.  Employer assures that they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates.			



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**H. Additional Material Terms and Conditions of the Job Offer**

u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Training and Production Standards
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Training will be provided for 5 days from each worker's initial date of employment. Workers will be allowed 5 days from the initial date of employment to reach the production standards of the activity.</p> <p>PRODUCTION STANDARDS: Workers will be expected to meet the following production standards after completion of training or break-in period (5 days), if applicable. Workers must be able to perform the job and meet the job requirements as defined herein, after a reasonable period of on-the job training. There is no individual piece rate, thus the average pace of the crew is the standard. Because the average picking rate of a worker varies throughout the season based on weather, vegetable quantity, size, and variety, and other factors, there is no constant minimum number of artichoke bags that are required to be picked throughout the season.</p> <p>Commodity Production Standard Artichoke approximately an average of 2-10 bags(23 ¾" x 11" x 15 ¼")per person hour Brussels Sprouts approximately an average of 25-35 buckets per person hour</p> <p>Therefore, workers will be expected to keep up with the pace of the crew which is determined by comparing a worker's hourly productivity to other workers assigned to the same commodity, crop variety, field site and location within a field site and at the time that work is performed. Employer will review workers' productivity at the end of a given pay period and not on a daily basis. If workers fail to keep up with the average minimum standard as defined above, workers may be offered alternate work, if available, or, after notice, workers may be terminated for cause.</p>			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Required Departure
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>H-2A workers must depart the United States at the completion of the work contract period. H-2A workers must also depart the U.S. immediately, upon termination of employment, either voluntarily or involuntarily. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration.</p>			

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w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - EMPLOYER OBLIGATION IF EMPLOYMENT EXTENDED/TE
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as term of employment, providing return transportation or paying return transportation expenses to the worker.</p> <p>TERMS AND CONDITION CHANGES: The Employer will expeditiously notify the order holding office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.</p>			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Terminations
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>: The employer may terminate the worker if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; or (d) violation of company policies.</p> <p>All employees must respect and follow company policies including any new or changed policies which may be communicated during the course of the season. Employees must work in a safe manner and adhere to all safety training provided by the company. Employees must follow the directions of their supervisors regarding work efficiency and quality—the packs produced by the crews must adhere to the quality standards of the shipper for which they are harvesting.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

y. Job Offer Information 25

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - PAYDAY
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Workers will be paid on a weekly basis by check. Payday is Thursday of the week following the end of the payroll period.			

z. Job Offer Information 26

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Workers' Compensation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * All employees are covered by workers' compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.  Premium Packing's insurance coverage is provided by Paramount Exclusive Insurance Services, Inc. The policy number is: FOR-WC- 000000093-0. The Policy is effective beginning 07/01/2021 and expires 07/01/2022 and is timely renewed annually.			



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. Job Offer Information 27

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Number of Workers
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>Premium Packing seeks certification for 40 H-2A workers and 42 total workers. Of the 42 total workers, 2 will be a local domestic worker who do not require housing.</p>			

. Job Offer Information 28

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Hours of Work
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			
<p>The normal work week is 7 hours per day, Monday through Friday, and 5 hours on Saturday (40 hours per week). Workers may be requested to work on Sundays or Federal Holidays depending on the conditions of the fields, weather, and maturity of the crop. Overtime may be requested. However, Employer does not require work or overtime on Sundays or Federal Holidays. The Employer abides by California Wage Order 14. (i.e. Agricultural employees are generally entitled to time and one-half pay for the first eight hours worked on the seventh consecutive day of work in any given workweek, and double-time pay for all work performed in excess of eight hours on the seventh consecutive day of work in any given workweek.)</p> <p>The work day start times may vary from 6:00 a.m. to 7:00 a.m. and the work day end time is 1:30 p.m. to 2:30 p.m. (depending on the start time). Workers are notified of any change in the start time. An unpaid lunch break of 30 minutes and no less than two paid 10-minute work breaks are provided on work days of less than 5 hours no lunch break will be provided. Workers must refrain from performing any work during scheduled rest breaks and for the full period of the scheduled lunch break. Workers will be assigned a specific work schedule at the sole discretion of the employer. Work schedule assignments may be changed at the sole discretion of the employer.</p> <p>The work described in this Clearance Order is regular, full time work requiring all workers to be available for work on a daily basis. This is not "day work". Tardiness and/or unexcused absences will not be tolerated, and will result in disciplinary action as set forth in the employer's employment policies.</p> <p>All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available, to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p> <p>Employees may experience a temporary reduction in work and/or a temporary work stoppage due to the natural agricultural cycle.</p>			